

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division**

**In re: Donna Marie Fudala  
AKA Donna F. Marquardt  
Debtor**

**Case No. 16-32620-KRH  
Chapter 13**

**NOTICE OF APPLICATION BY COUNSEL FOR DEBTOR FOR  
AWARD OF ATTORNEY FEES**

NOTICE IS HEREBY GIVEN that counsel for the above-named Debtor has filed an Application for an Award of Attorney Fees.

**Your rights may be affected. If you do not want the Court to grant the Application then within twenty-one (21) days of this notice, you or your attorney must**

File with the Court a written request for a hearing and an answer explaining your position at:

Clerk of Court  
United States Bankruptcy Court  
701 E. Broad Street, Room 4000  
Richmond, VA 23219-3515

If you mail your response to the Court for filing, you must mail it to the address listed immediately above and early enough so that the Court will **receive** it within the time period stated above.

You must also send a copy to:

Boleman Law Firm, P.C.  
P. O. Box 11588  
Richmond, VA 23230-1588

If you or your attorney do not take these steps, the Court may decide that you do not oppose therelief sought in the Application and may enter an Order granting that relief.

Emily Connor Kennedy (VSB #83889)  
Mark C. Leffler (VSB #40712)  
Boleman Law Firm, P.C.  
2104 W. Laburnum Ave., Suite 201  
Richmond, VA 23227  
Telephone (804) 358-9900  
Counsel for Debtor/Plaintiff

Dale W. Pittman (VSB #15673)  
THE LAW OFFICE OF DALE W. PITTMAN, P.C.  
The Eliza Spotswood House  
112-A West Tabb Street  
Petersburg, VA 23803  
Telephone (804) 861-6000  
Counsel for Plaintiff

Thomas D. Domonoske (VSB #35434)  
Consumer Litigation Associates  
763 J. Clyde Morris Blvd, Suite 1A  
Newport News, VA 23601  
Telephone: (540) 442-7706  
Counsel for Plaintiff

**Respectfully Submitted,**

**Donna M. Fudala**

By Counsel

By: /s/ Mark C. Leffler

Emily Connor Kennedy (VSB #83889)

Mark C. Leffler (VSB #40712)

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Newport News, VA 23601

Telephone (540) 442-7706

Counsel for Plaintiff

**CERTIFICATE OF SERVICE**

I certify that on April 7, 2017, I have transmitted a true copy of the foregoing document by CM/ECF or via e-mail to the following parties:

Corey S. Booker, Esquire  
LECLAIRRYAN, A PROFESSIONAL CORPORATION  
SunTrust Center – 24th Floor  
919 East Main Street (23219)  
Post Office Box 2499  
Richmond, Virginia 23218-2499  
Counsel for Defendant

Suzanne E. Wade, Trustee  
P.O. Box 1780  
Richmond, Virginia 23219

I certify that on April 7, 2017, I have transmitted a true copy of the foregoing document by U.S. first class mail to all necessary parties at the addresses identified on the attached mailing matrix and to the Debtor at:

Donna M. Fudala  
3102 Taylor Avenue  
West Point, VA 23181

By: /s/ Mark C. Leffler  
Counsel for Debtor/Plaintiff

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division**

**In re: Donna Marie Fudala  
AKA Donna F. Marquardt  
Debtor**

**Case No. 16-32620-KRH  
Chapter 13**

**APPLICATION BY COUNSEL FOR DEBTOR FOR  
AWARD OF ATTORNEY FEES**

COMES NOW Donna Marie Fudala (the “Debtor”), by counsel, and seeks an award of compensation of attorney fees pursuant to 11 U.S.C. § 362(k).

On October 7, 2016, Donna M. Fudala, (the “Debtor” in the Chapter 13 case and the “Plaintiff” in Adversary Proceeding No. 16-03303-KRH) filed a Complaint to Determine Violation of the Automatic Stay, initiating an adversary proceeding styled as *Fudala v. NC Financial Solutions of Utah, LLC, d/b/a NetCredit*, Adv. Pro. No.16-03303-KRH (“the Adversary Proceeding”). In the Adversary Proceeding, the Plaintiff’s attorneys sought payment of attorney’s fees pursuant to 11 U.S.C. § 362(k).

On December 1, 2016, the Court entered a Pretrial Order requiring that, if a settlement was reached, the parties would file a Motion to Approve Settlement pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure. On March 9, 2017, NC Financial Solutions of Utah, LLC, d/b/a NetCredit (“NetCredit”), filed a Motion to Approve Settlement, which this Court granted on March 1, 2017 (the “9019 Motion”).

Pursuant to their request in the Adversary Proceeding for an award of fees under 11 U.S.C. §362(k), Debtor, by counsel, submits this application for reasonable attorneys’ fees. Counsel for the Debtor proposes to disburse the proceeds of the settlement to pay the fees requested in this application, with the remaining proceeds to be paid to the Debtor.

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Telephone (804) 861-6000  
Counsel for Plaintiff

Thomas D. Domonoske (VSB #35434)  
Consumer Litigation Associates  
763 J. Clyde Morris Blvd, Suite 1A  
Newport News, VA 23601  
Telephone: (540) 442-7706  
Counsel for Plaintiff

1. At all times during the Adversary Proceeding, and throughout the settlement process, Plaintiff was represented by counsel competent in the prosecution of the matters at issue.

2. As part of the settlement described in the 9019 Motion, the parties entered into a full and final release of all claims, the scope of which extended beyond the claim of willful violation of the automatic stay as alleged in the Complaint. In connection with evaluating the claims beyond the stay violations—to include claims under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et. Seq., the Virginia Consumer Finance Act, Va. Code § 6.2-1501 et seq., Virginia usury law, Va. Code § 6.2-305(A), among others—or, in the alternative, to litigate the matters presented, the Plaintiff retained experienced consumer litigation attorneys Thomas D. Domonoske, Esquire, and Dale W. Pittman, Esquire, to co-counsel the case.

3. Counsel for the Plaintiff worked together, and with the Plaintiff, to evaluate the various potential claims the Plaintiff had against NetCredit. Counsel for the Plaintiff considered not only the actions implicating the automatic stay, but also factors such as the total amount of payments the Plaintiff had made on the loan from NetCredit (including interest), the applicable statutory damages, and the accrued attorney fees.

4. The Plaintiff has approved the terms of the proposed settlement agreement, including the net proceeds after payment of attorney fees.

5. If approved by the Court, the \$20,000.00 in settlement proceeds would be disbursed as follows:

To Donna M. Fudala:           \$ 5,208.32

To Counsel for Plaintiff:       \$14,791.68

6. The total attorney fees attributable to this case are set forth below:

Boleman Law Firm, P.C. \$13,526.68

Tom Domonoske, Esq. \$ 1,265.00

Dale W. Pittman, Esq. \$ 0.00

7. The work performed by members of the Boleman Law Firm in connection with this case is shown on “Exhibit A” and “Exhibit B” attached to this application. Emily Connor Kennedy, Esquire, Mark C. Leffler, Esquire, and Ms. Gina Cross, paralegal, performed services in this case and recorded their time contemporaneously with their performance of the work. The time records in Exhibit A reflect the value of the services rendered that exclusively benefited this Plaintiff. The time records do not duplicate work performed in any other file. From November 20, 2016, through December 14, 2016, services were performed that benefited several similarly-situated Plaintiffs evenly, including the Debtor in *In re Munoz*, Case No. 16-32061-KLP (Motion for Damages for Violation of Stay) and Plaintiffs in the following five (5) adversary proceedings that were pending before this Court at the same time: *Charity v. NC Financial Solutions of Utah, LLC, d/b/a NetCredit*, Adv. Pro. No.16-03121-KLP, *Edmonds v. NC Financial Solutions of Utah, LLC, d/b/a NetCredit*, Adv. Pro. No.16-03122-KLP, *Smith v. NC Financial Solutions of Utah, LLC, d/b/a NetCredit*, Adv. Pro. No.16-03144-KLP, *Lane v. NC Financial Solutions of Utah, LLC, d/b/a NetCredit*, Adv. Pro. No.16-03150-KLP, and *Johnson v. NC Financial Solutions of Utah, LLC, d/b/a NetCredit*, Adv. Pro. No.16-03152-KLP. As such, time records for such “common time” are presented separately from the time records for this individual Plaintiff’s case on Exhibit B, and a separate column has been added to show how each line of recorded time should apply to this case.

8. The work performed by Mr. Domonoske in connection with this case is shown on “Exhibit C” attached to this application. Mr. Domonoske recorded his time contemporaneously

with the performance of his work. His time records do not duplicate work performed in any other file.

9. NetCredit chose actions that caused counsel to expend significant time. It filed an Answer to the Complaint denying willful violations of the automatic stay, and this Answer caused Plaintiff's counsel to prepare as though it would go to trial. Settlement negotiations were attempted early but were unsuccessful, leading to Plaintiff's counsel expending substantial time on written discovery. NetCredit insisted on a mutual release of all claims after Plaintiff's counsel had already expended substantial time attempting to settle the stay violation claims. At NetCredit's request, Plaintiff's counsel expended further time evaluating the settlement value of all claims—a settlement value which included damages for the stay violations as well as remedies available under various federal and state consumer protection laws—and conferring with the Plaintiff to advise her of the value of these claims and obtain the “global” settlement authority that NetCredit requested.

10. Even though the Adversary Proceeding only sought remedies for Plaintiff's claim against NetCredit for willfully violating the automatic stay, NetCredit conditioned any settlement of the Adversary Proceeding on the mutual release of all claims between the parties. Plaintiff's Counsel initially lacked permission from Plaintiff to negotiate the value of pre-petition causes of action. However, Counsel for Plaintiff engaged in good faith settlement discussions, attempting to settle the matters alleged in the Adversary Proceeding. Attached as “Exhibit D” is an e-mail dated November 1, 2016, which shows communications between Counsel. Counsel for Plaintiff communicated promptly and responsibly with counsel for NetCredit during settlement negotiations, informing her of Plaintiff's Counsel's concerns regarding NetCredit's delays in responding to offers. These efforts are evidenced by the attached e-mails, dated November 4,

2016, (“Exhibit E”) and November 16, 2016 (“Exhibit F”), which show communication between counsel. Finally, Plaintiff’s counsel worked conscientiously to avoid incurring unnecessary fees by communicating with NetCredit’s counsel to seek stipulations of fact. As shown by the attached e-mail dated November 28, 2016 (“Exhibit G”), NetCredit’s counsel promised stipulations, but did not provide stipulations. As a result, Plaintiff’s counsel proposed stipulations to NetCredit. In response to these proposals, NetCredit told Plaintiff’s counsel only what it would not agree to without ever proposing stipulations that it would agree to. For these reasons, Plaintiff’s counsel was unable to avoid incurring fees related to preparing Pretrial Disclosures and issuing written discovery—even as they continued to pursue what was ultimately a settlement of the Adversary Proceeding and the pre-petition causes of action.

11. As shown in this application, the hourly rates and time expended are reasonable and supported by the evidence in the record.

12. Involving several lawyers on Plaintiff’s team of counsel was warranted and prudent given the demands of this case. “There is nothing inherently unreasonable about a client having multiple attorneys, and they may all be compensated if they are not unreasonably doing the same work and are being compensated for the distinct contribution of each lawyer.” Norman v. Hous. Auth., 836 F.2d 1292, 1302 (11th Cir. 1988)(approvingly cited in Randle v. H&P Capital, Inc., No. 3:09cv608, 2010 U.S. Dist. LEXIS 74994 (E.D. Va. July 21, 2010), adopted in part 2010 U.S. Dist. LEXIS 101509 (E.D. Va. Sept. 23, 2010); affirmed in part and appeal dismissed in part by Randle v. H&P Capital, Inc., 2013 U.S. App. LEXIS 4506 (4th Cir. Va., Mar. 5, 2013)).

13. Counsel for Plaintiff has incurred additional time and expense in preparing the instant Application for Compensation and in connection with the pending Rule 9019 Motion.



**CONCLUSION**

The settlement proposed for approval is the reasonable product of litigation that was resolved through arms-length negotiation after a thorough and competent evaluation of the value of all of Plaintiff's claims against NetCredit. The settlement amount was understood by all parties to include compensation for the Plaintiff's counsel. Counsel for Plaintiff request that the Court approve the attorney fees of \$14,791.68, and approve Plaintiff's counsel to disburse settlement proceeds to pay those fees.

**Respectfully Submitted,**

**Donna M. Fudala**

By Counsel

By: /s/ Mark C. Leffler  
Emily Connor Kennedy (VSB #83889)  
Mark C. Leffler (VSB #40712)  
Boleman Law Firm, P.C.  
2104 W. Laburnum Ave., Suite 201  
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Telephone (804) 358-9900  
Counsel for Debtor/Plaintiff

Dale W. Pittman (VSB #15673)  
THE LAW OFFICE OF DALE W. PITTMAN, P.C.  
The Eliza Spotswood House  
112-A West Tabb Street  
Petersburg, VA 23803  
Telephone (804) 861-6000  
Counsel for Plaintiff

Thomas D. Domonoske (VSB #35434)  
Consumer Litigation Associates, P.C.  
763 J. Clyde Morris Blvd., Suite 1A  
Newport News, VA 23601  
Telephone (540) 442-7706  
Counsel for Plaintiff

**CERTIFICATE OF SERVICE**

I certify that on April 7, 2017, I have transmitted a true copy of the foregoing document by CM/ECF or via e-mail to the following parties:

Corey S. Booker, Esquire  
LECLAIRRYAN, A PROFESSIONAL CORPORATION  
SunTrust Center – 24th Floor  
919 East Main Street (23219)  
Post Office Box 2499  
Richmond, Virginia 23218-2499  
Counsel for Defendant

Suzanne E. Wade, Trustee  
P.O. Box 1780  
Richmond, Virginia 23219

I certify that on April 7, 2017, I have transmitted a true copy of the foregoing document by U.S. first class mail to all necessary parties at the addresses identified on the attached mailing matrix and to the Debtor at:

Donna M. Fudala  
3102 Taylor Avenue  
West Point, VA 23181

By: /s/ Mark C. Leffler  
Counsel for Debtor/Plaintiff

Label Matrix for local noticing  
0422-3  
Case 16-32620-KRH  
Eastern District of Virginia  
Richmond  
Fri Apr 7 12:34:49 EDT 2017

SunTrust Mortgage, Inc.  
c/o BWW Law Group, LLC  
8100 Three Chopt Rd., Suite 240  
Richmond, VA 23229-4833

United States Bankruptcy Court  
701 East Broad Street  
Richmond, VA 23219-1888

ANTI0, LLC  
C O WEINSTEIN & RILEY, PS  
2001 WESTERN AVENUE, STE 400  
SEATTLE, WA 98121-3132

American InfoSource LP as agent for  
Spot Loan  
PO Box 248838  
Oklahoma City, OK 73124-8838

American Public University Sys  
111 W. Congress Street  
Charles Town, WV 25414-1621

Ashford University  
400 N Bluff Blvd  
Clinton, IA 52732-3910

CareOne Credit Counseling  
8930 Stanford Blvd  
Columbia, MD 21045-5805

Comenity/Onestpls  
P.O. Box 182789  
Columbus, OH 43218-2789

Commonwealth of Virginia  
Department of Taxation  
P.O. Box 2156  
Richmond, VA 23218-2156

Cox Communications  
3080 Centreville Road  
Herndon, VA 20171-3715

Credit Control Corporation  
Re: Tidewater Physicians Multi  
11821 Rock Landing Drive  
Newport News, VA 23606-4207

Credit Control Corporation  
Re: Tidewater Physicians Multi  
PO Box 120568  
Newport News, VA 23612-0568

DeVry University  
Attn: University Acct Services  
PO Box 5866  
Carol Stream, IL 60197-5866

Devry Education Group  
814 Commerce Dr., Suite 200  
Oak Brook, IL 60523-1965

GEICB/PAYPAL  
P.O. Box 965005  
Orlando, FL 32896-5005

GEICB/Wal Mart  
PO BOX 276  
Mail code OH 3-4258  
Dayton, OH 45401-0276

GLELSI  
P.O. Box 7860  
Madison, WI 53707-7860

Ginny's  
c/o Creditors Bankruptcy Service  
P.O. Box 800849  
Dallas, TX 75380-0849

HSBC  
Attn: Bankruptcy Department  
PO Box 5253  
Carol Stream, IL 60197-5253

Hodges & Bryant  
PO Box 194  
Gloucester, VA 23061-0194

Internal Revenue Service  
P.O. Box 7346  
Philadelphia, PA 19101-7346

Merchants Credit Assoc  
4110 Clemson Blvd Ste A  
Anderson, SC 29621-1108

Nationwide Debt Management Sol  
3609 Bradshaw Road  
Suite H-229  
Sacramento, CA 95827-3275

NetCredit  
200 West Jackson Blvd.  
Suite 2400  
Chicago, IL 60606-6941

Office of the US Trustee  
701 E. Broad Street  
Room 4304  
Richmond, VA 23219-1885

(p)PORTFOLIO RECOVERY ASSOCIATES LLC  
PO BOX 41067  
NORFOLK VA 23541-1067

Publishers Clearing House  
Attn: Bankruptcy Dept  
101 Winners Circle  
Port Washington, NY 11050-2218

Quantum3 Group LLC as agent for  
MOMA Funding LLC  
PO Box 788  
Kirkland, WA 98083-0788

Riverside Health Credit Union  
500 J. Clyde Morris Blvd.  
Newport News, VA 23601-1929

Riverside Medical Group  
856 J. Clyde Morris Blvd.  
Suite A  
Newport News, VA 23601-1318

Seventh Avenue  
c/o Creditors Bankruptcy Service  
P.O. Box 800849  
Dallas, TX 75380-0849

Spotlan  
RE: Bankruptcy  
P.O. Box 927  
Palatine, IL 60078-0927

Stoneberry  
c/o Creditors Bankruptcy Service  
P.O. Box 800849  
Dallas, TX 75380-0849

SunTrust Mortgage  
Attn: Bankruptcy Dept.  
PO Box 27767  
Richmond, VA 23261-7767

SunTrust Mortgage, Inc.  
Bankruptcy Department RWW 3034  
PO Box 27767 Richmond, VA 23261

THD/CBNA  
P.O. Box 6497  
Sioux Falls, SD 57117-6497

The Swiss Colony  
1112 7th Avenue  
Monroe, WI 53566-1364

(c)TIDEWATER PHYSICIANS  
MULTISPECIALTY GROUP  
860 OMNI BLVD STE 401  
NEWPORT NEWS VA 23606-4430

US Department of Education  
Direct Loan Servicing Center  
PO Box 105028  
Atlanta, GA 30348-5028

(p)ROBERT P MCINTOSH  
U S ATTORNEY S OFFICE  
EASTERN DISTRICT OF VIRGINIA  
919 E MAIN ST SUITE 1900  
RICHMOND VA 23219-4625

United States Department of Education  
Claims Filing Unit  
P O Box 8973  
Madison, WI 53708-8973

Amanda Erin DeBerry  
Boleman Law Firm, PC  
P.O. Box 11588  
Richmond, VA 23230-1588

Christopher John Flynn  
Boleman Law Firm  
PO Box 11588  
Richmond, VA 23230-1588

Donna Marie Fudala  
3102 Taylor Avenue  
West Point, VA 23181-9523

Laura Taylor Alridge  
Boleman Law Firm, P.C.  
P.O. Box 11588  
Richmond, VA 23230-1588

Suzanne E. Wade  
P.O. Box 1780  
Richmond, VA 23218-1780

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Portfolio Recovery Associates, LLC  
POB 41067  
Norfolk VA 23541

United States Attorney  
Main Street Centre - 18th Floor  
600 East Main Street  
Richmond, VA 23219

Addresses marked (c) above for the following entity/entities were corrected as required by the USPS Locatable Address Conversion System (LACS).

Tidewater Physicians  
Multispecialty Group  
860 Omni Blvd Suite 304  
Newport News, VA 23606-4445

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)NC Financial Solutions of Utah, LLC d/b/a	End of Label Matrix	
	Mailable recipients	46
	Bypassed recipients	1
	Total	47

Case	When	WHO	Time	Description of Services Rendered	Hourly Rate	Amount
Fudala v. NetCredit	10/5/2016 ECF		0.9	Teleconference with client regarding Netcredit violating the automatic stay. E-mails back and forth regarding obtaining bank statements (.5) Begin drafting complaint against Netcredit. (.4)	\$325.00	\$292.50
	10/6/2016 ECF		1.0	Finish drafting complaint for turnover of funds against NetCredit.	\$325.00	\$325.00
	10/7/2016 MCL		0.4	Review and revise Complaint.	\$425.00	\$170.00
	10/7/2016 ECF		0.5	Final edits and execute Complaint for filing, prep Exhibit.	\$325.00	\$162.50
	10/11/2016 ECF		0.2	Draft and forward e-mail to Corey Booker with copy of Complaint, request she get her client to return funds debited from Ms. Fudala's bank account.	\$325.00	\$65.00
	10/11/2016 ECF		0.1	E-mails with client re recent communications from NetCredit.	\$325.00	\$32.50
	10/17/2016 ECF		0.5	Prepare Summons and Certificate of Service; execute and forward for filing.	\$325.00	\$162.50
	11/2/2016 MCL		0.1	Draft email to Corey Booker advising her of willingness to continue discussing settlement.	\$425.00	\$42.50
	11/3/2016 MCL		0.5	Review and revise proposed Settlement Agreement in 7 cases (3.5 total time); return to Corey Booker with email advising of need to evaluate quickly.	\$425.00	\$212.50
	11/7/2016 MCL		0.1	Receive and review NetCredit's revised Settlement Agreement; compare to Debtors' previous revisions (0.7 total divided by 7 cases).	\$425.00	\$42.50
	11/7/2016 MCL		0.3	Review and revise proposed Settlement Agreement in 7 cases (2.1 total time); return to Corey Booker with email explaining same.	\$425.00	\$127.50
	11/10/2016 ECF		0.2	Discuss status of settlement discussions with client.	\$325.00	\$65.00
	11/11/2016 MCL		0.1	Draft settlement proposal via email	\$425.00	\$21.25
	11/14/2016 MCL		0.2	Prep for conference call with Corey Booker & NetCredit lawyer, conference call with same, and follow-up email.	\$425.00	\$85.00
	11/14/2016 ECF		0.1	Participate in conference call with Corey Booker and NetCredit lawyer re settlement.	\$325.00	\$32.50
	11/14/2016 MCL		0.1	Teleconference with co-counsel to discuss status of settlement and strategy following conference call with NetCredit lawyers.	\$425.00	\$21.25

11/14/2016 ECF	0.1	Teleconference with co-counsel to discuss status of settlement and strategy following conference call with NetCredit lawyers.	\$325.00	\$16.25
11/15/2016 MCL	0.3	Receive and review NetCredit's Answer to Complaint.	\$425.00	\$127.50
11/17/2016 MCL	0.1	Teleconference with Corey Booker re counter-offer; review written proposal.	\$425.00	\$42.50
11/17/2016 MCL	0.1	Draft email re settlement proposal to co-counsel	\$425.00	\$42.50
11/18/2016 MCL	0.2	Draft Memorandum to co-counsel re settlement discussions and strategy.	\$425.00	\$85.00
11/18/2016 MCL	0.1	Teleconference with co-counsel to discuss status of settlement and strategy.	\$425.00	\$42.50
11/18/2016 MCL	0.1	Draft proposed Statement of Authority for forwarding to clients re authority to settle all claims.	\$425.00	\$42.50
11/18/2016 GMC	0.2	Obtained account statements for 6 client accounts with NetCredit. Review payments made by each client and compared to principal loan amount. Provided information to Mr. Leffler and Ms. Fort. Called and left a voicemail for Mr. and Mrs. Charity to obtain	\$125.00	\$25.00
11/18/2016 MCL	0.1	Conference with ECF to discuss value of state and federal court claims.	\$425.00	\$42.50
11/18/2016 ECF	0.1	Conference with MCL to discuss value of state and federal court claims.	\$325.00	\$32.50
11/18/2016 ECF	0.8	Review Donna Fudala's claims against NetCredit, prepare proposal for client; teleconference with client re settlement; email follow-up to client.	\$325.00	\$260.00
11/29/2016 MCL	0.2	Communicate with Corey Booker and co-counsel re Pretrial Conference.	\$425.00	\$85.00
12/7/2016 ECF	0.3	Review and revise Settlement Agreement for 5 individual clients to account for details of each case.	\$325.00	\$110.50
12/8/2016 ECF	0.4	Draft settlement agreement in Fudala v. NC Financial Solutions of Utah.	\$325.00	\$130.00
12/8/2016 MCL	0.2	Review updated Settlement Agreements to adjust paragraphs 3, 6, 7, and 8 re fees inclusive in settlement amount.	\$425.00	\$85.00
12/14/2016 GMC	0.1	Sent e-mail to Ms. Fudala re emotional injury damages evaluation.	\$125.00	\$12.50

12/14/2016 GMC	1.0	Prepare documents to be attached to Pretrial Disclosures.	\$125.00	\$125.00
12/14/2016 MCL	0.8	Prepare, review and revise, execute & serve Pretrial Disclosures.	\$425.00	\$340.00
1/12/2017 ECK	9.0	Prepare for Fudala trial by attending trials of Charity, Lane, and Edmonds v. NetCredit.	\$350.00	\$3,150.00
1/13/2017 MCL	0.7	Discussion with Tom how discovery should be drafted and what should be included in light of the record at trial.	\$435.00	\$304.50
1/15/2017 MCL	3.2	Complete first draft of Interrogatories, Requests for Production of Documents, and Requests for Admissions to NetCredit.	\$435.00	\$1,392.00
1/16/2017 MCL	1.0	Review Tom's edits to discovery (0.3); prepare final draft w/Certificate of Service (0.7), and serve to Corey.	\$435.00	\$435.00
1/30/2017 MCL	0.7	Review Objections to discovery.	\$435.00	\$304.50
1/31/2017 MCL	0.2	Tc with Corey to discuss settlement offer. Email co-counsel re same.	\$435.00	\$87.00
2/1/2017 MCL	0.3	Tc with co-counsel re settlement offer, info needed from client in order to respond.	\$435.00	\$130.50
2/5/2017 MCL	0.4	Emails with co-counsel re settlement offer, evaluate how much is available for client after payment of fees.	\$435.00	\$174.00
2/6/2017 ECK	0.8	Phone call with Ms. Fudala regarding factors that would impact changes of success at trial, as well as NetCredit's settlement offer. (0.6) Phone call with Mark Leffler to update on Fudala v. NetCredit. Drafted e-mail to TD to update as well. (0.2)	\$350.00	\$280.00
2/6/2017 MCL	0.4	Emails with ECK re settlement authority (0.2); tc w/ECK re her conversation with client re settlement (0.2).	\$435.00	\$174.00
2/7/2017 ECK	0.1	Email to Corey Booker accepting settlement.	\$350.00	\$35.00
2/27/2017 ECK	0.5	Review proposed Settlement Agreement, evaluate to confirm it is same text as previously agreed.	\$350.00	\$175.00
2/27/2017 GMC	0.1	Tc with client to schedule appointment to review and execute Settlement Agreement.	\$150.00	\$15.00
2/28/2017 ECK	0.3	Edit proposed Settlement Agreement so pronouns matched, etc.	\$350.00	\$105.00
3/10/2017 MCL	0.2	Receive and review Motion to Approve Settlement.	\$435.00	\$87.00



3/22/2017 MCL	1.2	Beginning drafting fee application pleading.	\$435.00	\$522.00
		Work on fee application pleading, begin evaluating time records to ensure proper billing of common time to this		
3/23/2017 MCL	1.7	case.	\$435.00	\$739.50
		Complete first draft of fee application, including evaluation of total fees and remainder of proceeds for		
4/5/2017 MCL	1.2	client.	\$435.00	\$522.00
		Estimate for preparation for hearing on Motion to		
4/11/2017 MCL	0.3	Approve Settlement.	\$435.00	\$130.50
		Estimate for attending hearing on Motion to Approve		
4/12/2017 MCL	0.5	Settlement.	\$435.00	\$217.50
4/12/2017 MCL	0.1	Estimate for reviewing Order Approving Settlement.	\$435.00	\$43.50
Total	33.3			\$12,530.25

Case	When	WHO	Time	Description of Services Rendered	Hourly Rate	Amount	Attributable to Fudala
All	11/20/2016	MCL	1.4	Review and revise Settlement Agreement to include mutual release of all claims.	\$425.00	\$595.00	\$85.00
	11/20/2016	MCL	0.8	Draft proposed Stipulations, forward to co-counsel for review and comment.	\$425.00	\$340.00	\$48.57
	11/22/2016	MCL	0.4	Draft and forward email to Corey re proposed Stipulations of Fact (edited prior version)	\$425.00	\$170.00	\$24.29
	11/22/2016	MCL	0.3	Final review and edit of proposed Settlement Agreement	\$425.00	\$127.50	\$18.21
	11/22/2016	MCL	0.4	Final review of settlement demands.	\$425.00	\$170.00	\$24.29
	11/22/2016	MCL	0.6	Draft email to Corey Booker w/Settlement Agreement and settlement demands in each case.	\$425.00	\$255.00	\$36.43
	11/28/2016	MCL	0.6	Email communication w/co-counsel	\$425.00	\$255.00	\$36.43
	11/28/2016	MCL	0.6	Receive email from Corey Booker re Stipulations; draft and forward response.	\$425.00	\$255.00	\$36.43
	11/28/2016	MCL	0.2	Receive and review email re settlement.	\$425.00	\$85.00	\$12.14
	11/29/2016	ECF	1.0	Teleconference with co-counsel re strategy for litigating and settlement.	\$325.00	\$325.00	\$46.43
	11/29/2016	MCL	1.0	Teleconference with co-counsel re strategy for litigating and settlement.	\$425.00	\$425.00	\$60.71
	11/30/2016	ECF	1.4	Draft Notice of Appearance for Tom Domonoske.	\$325.00	\$455.00	\$65.00
	11/30/2016	GMC	0.7	Assist with preparation and filing of Notices of Appearance.	\$125.00	\$87.50	\$12.50
	11/30/2016	MCL	1.5	Teleconference with co-counsel re strategy for litigating and settlement; numerous emails re same.	\$425.00	\$637.50	\$91.07
	12/1/2016	MCL	0.5	Receive email from Corey Booker re Stipulations; further emails with co-counsel.	\$425.00	\$212.50	\$30.36
	12/6/2016	ECF	0.7	Teleconference with co-counsel and Leclair Ryan lawyers re settlement; follow up with co-counsel.	\$325.00	\$227.50	\$32.50
	12/6/2016	MCL	0.3	Email communications with co-counsel.	\$425.00	\$127.50	\$18.21
	12/6/2016	MCL	0.5	Email and teleconference with Corey Booker re settlement issues.	\$425.00	\$212.50	\$30.36
	12/6/2016	MCL	0.7	Teleconference with co-counsel and Leclair Ryan lawyers re settlement; follow up with co-counsel.	\$425.00	\$297.50	\$42.50
	12/7/2016	ECF	0.2	Teleconference with co-counsel re settlement demand.	\$325.00	\$65.00	\$9.29
	12/7/2016	ECF	0.3	Teleconference with MCL to discuss changes needed to Settlement Agreements and to determine which cases each would focus on.	\$325.00	\$97.50	\$13.93
	12/7/2016	MCL	0.5	Evaluate all-in settlement demand amounts.	\$425.00	\$212.50	\$30.36
	12/7/2016	MCL	0.2	Teleconference with co-counsel re settlement demand.	\$425.00	\$85.00	\$12.14

	Teleconference with ECF to discuss changes needed to Settlement Agreements and to determine which cases			
12/7/2016 MCL	0.3 each would focus on.	\$425.00	\$127.50	\$18.21
	Prepare chart for all clients showing damages and			
12/7/2016 MCL	0.3 attorney fees for settlement purposes.	\$425.00	\$127.50	\$18.21
	Discuss with co-counsel settlement offer to be sent to			
12/8/2016 ECF	0.2 counsel for NetCredit.	\$325.00	\$65.00	\$9.29
	Discuss with co-counsel settlement offer to be sent to			
12/8/2016 MCL	0.2 counsel for NetCredit.	\$425.00	\$85.00	\$12.14
	0.5 Prepare and forward settlement offers to Corey Booker.			
12/8/2016 MCL		\$425.00	\$212.50	\$30.36
	Review all cases, send summarizing email to co-counsel			
12/13/2016 MCL	1.0 re upcoming events and deadlines.	\$425.00	\$425.00	\$60.71
	Tc w/Corey Booker re settlement; email co-counsel re			
12/14/2016 MCL	0.5 same.	\$425.00	\$212.50	\$30.36
Total	17.8			\$996.43

1/13/17	0.7	tc Fudala discovery and what we ask for and why we need it
1/16/17	0.5	rev mark's draft of Fudala discovery and review facts and make changes to several and send back (.5)
1/27/17	0.2	review discovery from Corey and see asking for some absurd stuff in addition to normal stuff and consider how to respond
2/2/17	0.3	discuss facts and what is best closing argument and what need to check with client (.3)
2/5/17	0.2	review settlement offer and review past discussions and compute time and email ML
2/6/17	0.2	review email about total time and client's wishes and respond re discovery (.1); emails re what to send corey re fees and stips process and emily's conv with client (.1)
3/8/17	0.1	review and file attorney fee disclosure
3/9/17	0.1	review several emails re settlement and hearing and court filings

Total            2.3       x \$550.00 = \$1,265.00

**From:** Mark Leffler  
**Sent:** Tuesday, November 01, 2016 10:27 PM  
**To:** 'Booker, Corey S.'  
**Cc:** Emily Fort; Gina Cross  
**Subject:** Multiple debtors v. NetCredit

Dear Corey:

I am writing on behalf of my multiple clients - Lane, Smith, Johnson, Charity, Edmonds, and Munoz – with respect to the matters pending against your client, NetCredit. It is our belief that we should resume our previous attempts to settle the matters alleged in the Complaints (and, in Munoz's case, the Motion), i.e., that your client's willful violations of the automatic stay damaged my clients.

We had hoped to achieve settlement prior to the Pretrial Disclosure phase of these cases in order to minimize attorney fees. For this reason, we agreed to request that the Court extend the deadlines for filing Pretrial Disclosures until Oct. 18 and 19. You and I spoke on October 3, and I made settlement offers to you in each of the cases. I also gave a Tuesday Oct. 11 deadline for acceptance because I wanted to have sufficient time to prepare the Pretrial Disclosures if settlement could not be achieved. Because of the Oct. 10 Veteran's Day holiday and because some progress seemed likely, I extended the deadline for your client to accept to Oct. 12. I even extended it another day to Oct. 13 because your client was celebrating Yom Kippur. However, your client unreasonably chose to condition any settlement of the stay violations on the resolution of the pre-petition causes of action my clients listed in their Schedules, despite my very clear Oct. 7 e-mail that advised you that I had not been retained to pursue the pre-petition causes of action and, therefore, had no authority to settle them. Because of your client's actions in response to our offers of settlement, we withdrew the offers in order to focus on the requirements of the Court's Pretrial Orders.

Unless you are willing to stipulate that your client took intentional actions to collect pre-petition debts after receiving notice of the respective bankruptcies, we only have a few days remaining before I need to serve written discovery on your client. We should do so as soon as possible in order to avoid increasing attorney fees, which will begin occurring soon as I prepare written discovery, including admissions that will likely be sufficient to seek summary judgment on whether your client willfully violated the automatic stay. The deadline to file a Motion for Summary Judgment is Dec. 13, 2016, so I need to get discovery out soon. Therefore, I believe we have this week to discuss settlement before fees begin increasing significantly as a result of discovery. What does your schedule allow this week? I can be available just about any time through Friday.

Since the only likely issue at trial will be the extent of damages, I would strongly encourage you that these matters should be settled before a lot more attorney fees accrue pursuing discovery and summary judgment. However, just as have said throughout, I want to emphasize that the only thing we are offering to settle is the

automatic stay violations. Please let me know if you are interested in getting together by phone this week.

Thank you,

Mark C. Leffler  
Attorney and Counselor at Law

Boleman Law Firm, P.C.  
2104 W. Laburnum Ave.  
Suite 201  
Richmond, VA 23227  
Voice: 804-358-9900  
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Web: [www.bolemanlaw.com](http://www.bolemanlaw.com)

Offices in Richmond, Hampton, and Virginia Beach, Virginia

**From:** Mark Leffler  
**Sent:** Friday, November 04, 2016 8:30 AM  
**To:** 'Booker, Corey S.'  
**Cc:** Emily Fort; Gina Cross  
**Subject:** RE: NetCredit Settlement Offers [IWOV-Leclair5.FID1370879]

Corey:

Thanks for your efforts to get a prompt response. There isn't much time to discuss settlement before time and efforts related to discovery will greatly increase attorney fees on our side. Your client's apparent insistence on a mutual release of all claims is taking up time that would be better spent discussing settlement of the stay violation issues. I will, of course, discuss settlement with you at any time, but I will begin working on discovery soon, which will increase the attorney fees—and, thus, also the settlement demand.

Please let me know as soon as you hear back from your client on the revisions to the Settlement Agreement and Release. You are welcome to call my cell phone at if you should have any questions.

Thanks,

Mark

**Exhibit F**

**From:** Mark Leffler  
**Sent:** Wednesday, November 16, 2016 8:02 AM  
**To:** 'Booker, Corey S.'  
**Cc:** Emily Fort; Gina Cross  
**Subject:** RE: NetCredit Stay Violation actions

Corey,

I sent you our settlement offer on Friday after having discussed the issues for weeks, and after having bounced the proposed Settlement Agreement back and forth between us for well over a week. The terms and issues are well understood. I know you were patient while I obtained settlement authority from my seven (7) different clients, and I am trying to be patient, as well. However, time is once again running out, and very soon I will need to commit significant time and resources to preparing written discovery, which will greatly increase the fees (and, as a result, the settlement demand). Accordingly, unless your client approves the settlement offer I made on Friday November 11 by close of business Thursday November 17, it shall be withdrawn automatically.

Please call me at if you have any questions.

Thanks,

Mark



**Exhibit G**

**From:** Mark Leffler  
**Sent:** Monday, November 28, 2016 5:09 PM  
**To:** 'Booker, Corey S.'  
**Cc:** Emily Fort; Gina Cross  
**Subject:** RE: Proposed Stipulations of Fact

Corey:

Thank you for the email. I've spent most of today preparing written discovery, which I had hoped to avoid in order to keep a lid on the attorney fees. Please recall that you told me on November 17, 2016, that you would send me proposed Stipulations. To date, I still have not received any proposed Stipulations from you. Instead, your client has delayed in responding to the Stipulations I sent you last week, forcing me to devote substantial time to written discovery. Nevertheless, I still hope we can reach an agreement on stipulated facts.

I understand that the facts vary in each case, which means we will need to adjust the proposed Stipulations below. As I said in my email, which is below, I was using the Jeffrey Smith case as an example. In fact, #1 and #2 don't apply as written to the other 6 cases, either. Further, the proposed Stipulations did not ask for agreement as to whether "every" communication/email was to collect a debt but, rather, whether "one or more" communication/email was to collect a debt.

Will your client, in the Jeffrey Smith case, agree to the Stipulations as written? If so, it would seem pretty easy to follow the same template in the other 6 cases, making adjustments for everything from the name of the debtor to the types of actions your client took after receiving the bankruptcy notice, whether email notices, phone calls, or bank debits.

Please advise.

Thanks,

Mark C. Leffler  
Attorney and Counselor at Law

Boleman Law Firm, P.C.  
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Suite 201  
Richmond, VA 23227  
Voice: 804-358-9900  
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